

Section 3

Property Lease Agreement

**AMENDED LEASE
AND
LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE**

THIS Amendment made this 17th day of July, 2015 and effective on the date the Payment Condition is satisfied (the "Effective Date"), BY BETWEEN AND AMONG Heald Street, LLC, having a mailing address of 4048 New Castle Avenue, New Castle, DE 19720 ("Landlord"), Blue River Resources, LLC, having a mailing address of 904 N. Surrey Drive, Lower Gwynedd, PA 19002 ("Tenant"), Heald Street Partners, LLC, having a mailing address of 904 N. Surrey Drive, Lower Gwynedd, PA 19002 ("HSP") and Gold Medal Environmental of DE, LLC, with a mailing address of 1770 Hurffville Road, Sewell, NJ 08080, (the "Company"), also sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties", agree as follows:

WHEREAS, Landlord is the owner of certain real property of approximately 7.98 acres including approximately 80,000 square feet of building space, located at 1000 South Heald Street, New Castle, Delaware (the "Property"); and

WHEREAS, the Property is subject to a Lease made as of January 11, 2011 and effective February 1, 2011 between Landlord and HSP as tenant (the "Lease") a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Lease was made subject to an Assignment and Assumption of Lease Assignment dated as of July 6, 2012 ("Assignment and Assumption") a copy of which is attached hereto as Exhibit "B", wherein HSP assigned all of its right, title and interest as tenant under the Lease to Tenant, except for a certain purchase option described in Paragraph 26 of the Lease (the "Purchase Option") which Purchase Option was retained by HSP,; and

WHEREAS, pursuant to a Consent of Landlord to Assignment and Assumption Assignment ("Consent") a copy of which is attached hereto as Exhibit "C", Landlord consented to the assignment of HSP's right, title and interest, except for the Purchase Option, as tenant under the Lease to Tenant; and

WHEREAS, Landlord and Tenant have ratified that certain unsigned Confirmation of Lease Term dated October 19, 2011 (the "Confirmation"), a copy of which is attached hereto as Exhibit "D". The Assignment and Assumption, Consent and Confirmation may be referred to hereafter collectively as the "Lease Documents".

WHEREAS Tenant has failed to pay Landlord \$22,000 rent and \$1,100 late fees for April, May, June and July 2015 (the "Payment obligation");

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby, intending to be legally bound, agree as follows:

IT IS UNDERSTOOD AND AGREED BETWEEN AND AMONG the Parties that Tenant hereby assigns to Company with the approval and consent of Landlord which is hereby acknowledged, all of its right, title and interest as tenant, in and to the Lease as amended by the

Lease Documents. Company hereby assumes, undertakes, and agrees to timely perform and discharge all obligations of the tenant under the Lease Documents.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN Landlord and Company that the term of the Lease as amended by the Lease Documents shall be amended as follows:

The Lease term, if 5-year option exercised, shall end on September 30, 2021.

Paragraph 3 of the Lease, as amended by the Lease Documents, shall be revised to permit the use of the Premises for any activity authorized by a resource recovery facility permit issued by the Delaware Department of Natural Resources and Environmental Control for the Premises, including but not limited to the acceptance, processing, and storage of single stream recyclable and construction and demolition debris.

IT IS UNDERSTOOD BETWEEN AND AMONG Landlord, HSP and Company that: (a) the Purchase Option in the Lease is hereby assigned by HSP to Company, (b) the date by which Company may exercise the Purchase Option is extended to December 31, 2016, and (c) any rights or obligations HSP may have had with respect to the Purchase Option are hereby extinguished, void and of no further force or effect.

IT IS FURTHER UNDERSTOOD BETWEEN Landlord and Company that paragraph 26 of the Lease shall be replaced with the following and amended to reflect that Landlord grants to Company for so long as the Lease is in effect on and after December 31, 2016 but no later than September 30, 2021, a right of first refusal to purchase the Property as follows: Landlord shall deliver written notice to Company of any bona fide offer to purchase the Property, and shall provide with such notice a copy of the offer to purchase the Property (the "Sale Notice"). Company shall have twenty (20) days from receipt of the Sale Notice to deliver to Landlord a contract of sale for the purchase of the Property on the same terms and conditions as the Sale Notice along with other terms and conditions, and a deposit in an amount, as are customary for a sale of commercial real estate in New Castle County, Delaware. In the event that Company fails to deliver the written contract of sale for the purchase of the Property within the time period prescribed hereunder, Landlord shall be permitted to proceed with any other third party offer without further notice to or restriction of Company.

IT IS FURTHER UNDERSTOOD BETWEEN AND AMONG the Parties that the consent of Landlord to the assignment of the Lease from Tenant to Company, and the effectiveness of any amendment to the Lease hereunder, is conditioned upon Landlord being paid in full for all rent, late fees, charges, costs and any other outstanding fees owed by Tenant to Landlord (the "Payment Obligation") on or prior to the sooner of the Effective Date August 1, 2015. The Parties further acknowledge and agree that nothing in this Amendment shall obligate Company or render it liable for any or all of the Payment Obligation.

IN ALL OTHER RESPECTS the Lease, as amended by the Lease Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date first above written.

ATTEST:



HEALD STREET, LLC

By: 

ATTEST:

HEALD STREET PARTNERS, LLC

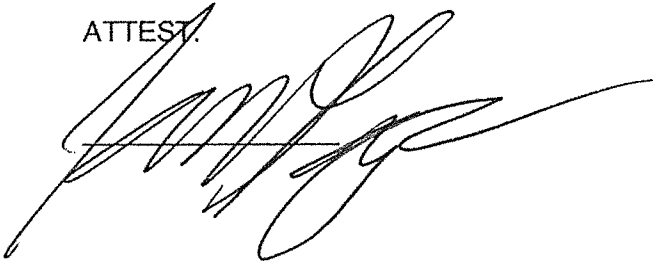
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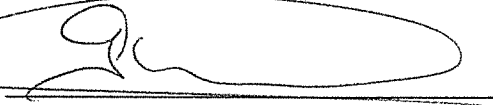
BLUE RIVER RESOURCES, LLC

By: _____

ATTEST:



GOLD MEDAL ENVIRONMENTAL OF DE, LLC

By: 

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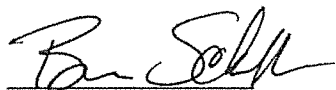
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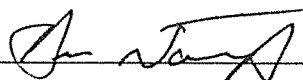
HEALD STREET, LLC

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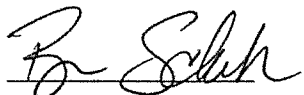
HEALD STREET PARTNERS, LLC

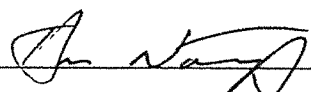


By: 

ATTEST:

BLUE RIVER RESOURCES, LLC



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GOLD MEDAL ENVIRONMENTAL OF DE, LLC

By: 